

Form 149

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In re:

Robert L. Burnfield Jr.
Shantessa L. Burnfield
fka Shantessa L. Hogan
Debtor(s)

Bankruptcy Case No.: 15-23974-GLT
Issued Per 12/19/2018 Proceeding
Chapter: 13
Docket No.: 86 - 78
Concil. Conf.: March 12, 2020 at 09:30 AM

**ORDER OF COURT CONFIRMING PLAN AS MODIFIED
AND SETTING DEADLINES FOR CERTAIN ACTIONS**

(1.) PLAN CONFIRMATION:

IT IS HEREBY ORDERED that upon consent of the Debtor(s), the Chapter 13 Plan dated November 1, 2019 is CONFIRMED as modified at the Plan confirmation hearing. Terms of the Plan not expressly modified by this Order remain in full force and effect. A copy of this Plan was previously mailed to you. *Only those provisions which are checked below apply to this case:*

- ☐ A. For the remainder of the Plan term, the periodic Plan payment is amended to be \$ as of . Debtor(s)' counsel shall file a motion to amend the income attachment order within seven (7) days of the date of this Order.
- ☐ B. The length of the Plan is increased to a total of months. This statement of duration of the Plan is an approximation. The Plan shall not be completed until the goals of the Plan have been achieved. The total length of the Plan shall not exceed sixty (60) months.
- ☒ C. Plan confirmation is on an interim basis only as a form of adequate protection. The Trustee is authorized to distribute to secured and priority creditors with percentage fees. ***A final plan conciliation conference will be held on Mar. 12, 2020 at 09:30 AM, in 3251 U.S. Steel Tower, 600 Grant Street, Pittsburgh, PA 15219.*** If the Parties cannot resolve all disputes at the conciliation conference, a hearing will be scheduled and orally announced at the conclusion of the conference without any further written notice to any party. Parties are directed to monitor the Court's docket and read the Chapter 13 Trustee's minutes of the conciliation conference to the extent such parties desire more information regarding the outcome of the conciliation conference.
- ☐ D. Plan confirmation is subject to the resolution of all actions to determine the avoidability, priority, or extent of liens; including determination of the allowed amount of secured claims under 11 U.S.C. §506, disputes over the amount and allowance of claims entitled to priority under 11 U.S.C. §507, and all objections to claims.
- ☐ E. The allowed claims of general unsecured creditors shall be paid from available funds on a pro rata basis, which may represent an increase or decrease in the amount projected in the Plan.
- ☐ F. shall be paid monthly payments of \$ beginning with the Trustee's distribution and continuing for the duration of the plan term, to be applied by that creditor to its administrative claim, budget payments and/or security deposit. These payments shall be at the third distribution level.
- ☐ G. The claims of the following creditors shall govern as to amount, classification and rate of interest (or as otherwise noted), unless the Debtor(s) successfully objects to the claim: .
- ☒ H. Additional Terms: A fee application is needed if any fee (including retainer) exceeds \$4,000.00 (including retainer) exceeds \$4,000.00 including any fees to prior counsel.

Net proceeds of sale (in amount of 9,242.640 net of tee fees to be earmarked for distribution to unsecured creditors. Distributions is authorized notwithstanding interim confirmation of this amended plan.

(2.) IT IS FURTHER ORDERED THAT THE FOLLOWING DEADLINES ARE ESTABLISHED:

A. Objections to the Plan. Pursuant to *Fed.R.Bankr.P. 2002(b)*, this Order shall not become final for a period of twenty-eight (28) days. Any party in interest with an objection to any provision of this Confirmation Order must file a written objection within that twenty-eight (28) day period. Failure to timely object shall be deemed a waiver of all objections and an acceptance of the provisions of this confirmed Plan. The Trustee may disburse funds pursuant to this confirmation order upon its entry.

B. Applications to retain brokers, sales agents, or other professionals. If the Plan contemplates sales of assets or litigation proceeds as a source of funding, Debtor(s) shall file motion(s) to employ the necessary professionals within thirty (30) days hereof.

C. Review of Claims Docket and Objections to Claims. Pursuant to *W.PA.LBR 3021-1(c)(2)*, the Debtor or Debtor's attorney, if represented, shall review the proofs of claim filed and shall file objections to any disputed claims within ninety (90) days after the claims bar date or, for late filed or amended claims, within ninety (90) days after they are filed and served. Absent an objection, the proof of claim will govern as to the classification and amount of the claim. Objections filed after the ninety (90) days specified herein shall be deemed untimely.

D. Motions or Complaints Pursuant to §§506, 507 or 522. All actions to determine the priority, avoidability, or extent of liens, all actions pursuant to *11 U.S.C. §§506, 507 and 522* shall be filed within ninety (90) days after the claims bar date.

E. Filing Amended Plans. Within fourteen (14) days after the Bankruptcy Court resolves the priority, avoidability, or extent of a lien, or any objection to claim, the Debtor(s) shall file an amended Plan to provide for the allowed amount of the claim if the allowed amount differs from the amount stated in the plan. Debtor(s) shall also file an amended Plan within thirty (30) days after the claims bar date(s) in the event that no objection is filed and the claim(s) as filed causes the Plan to be underfunded.

(3.) ***IT IS FURTHER ORDERED THAT:***

A. After the claims objection deadline, the Plan shall be deemed amended to conform to the claims filed or otherwise allowed. If the Plan expressly modified the terms of payment to any creditor pursuant to *11 U.S.C. §1322(b)(2)*, nothing in this Order shall be construed to change the payment terms established in the Plan.

B. Any creditor who files or amends a proof of claim shall serve a copy on the Debtor(s) or counsel for the Debtor(s).

C. Any creditor whose payment changes due to variable interest rates, change in escrow, or change in monthly payments, shall notify the Trustee, Debtor(s)' counsel and Debtor(s) at least twenty-one (21) days prior to the change taking effect.

D. Debtor's counsel must file a fee application in accordance with *W.PA.LBR 2016-1* before attorney fees in excess of the "no look" provision (including retainer) will be allowed or paid.

E. The Trustee shall file a *Certificate of Default and Request for Dismissal* of the case in the event of a material Plan default. If the default involves failure to make a plan payment the case will result in dismissal without further hearing upon filing and service of an *Affidavit of Default* by the Trustee. The Trustee is not precluded from raising pre-confirmation defaults in any subsequent motion to dismiss.

F. In the event that any order is entered in this case granting relief from the automatic stay to a secured creditor, then the Trustee shall make no further disbursements to any creditor on account of any ***secured claim*** that is secured by the subject property, unless directed otherwise by further Order of Court.



Gregory A. Taddonio, Judge
United States Bankruptcy Court

Dated: December 20, 2019

cc: All Parties in Interest to be served by Clerk in seven (7) days

Certificate of Notice Page 4 of 5
 United States Bankruptcy Court
 Western District of Pennsylvania

In re:
 Robert L. Burnfield, Jr.
 Shantessa L. Burnfield
 Debtors

Case No. 15-23974-GLT
 Chapter 13

CERTIFICATE OF NOTICE

District/off: 0315-2

User: dbas
 Form ID: 149

Page 1 of 2
 Total Noticed: 36

Date Rcvd: Dec 20, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 22, 2019.

db/jdb +Robert L. Burnfield, Jr., Shantessa L. Burnfield, 671 Nandina Drive,
 Weston, FL 33327-2410
 r +Emily Wilhem, Piatt Sotheby's International Realty, 100 Fowler Road,
 Warrendale, PA 15086-1132
 cr +Peoples Natural Gas Company, LLC, Attn: Dawn Lindner, 225 North Shore Drive,
 Pittsburgh, PA 15212-5860
 r +Piatt Sotheby's International Realty, 100 Fowler Road, Warrendale, PA 15086-1132
 14129887 ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238
 (address filed with court: Bank of America, PO Box 982235, El Paso, TX 79998-2235)
 14136159 +Bank of America, N.A., P O Box 982284, El Paso, TX 79998-2284
 14129888 +Barclay US, PO Box 13337, Philadelphia, PA 19101-3337
 14129891 +Chase Credit Card, PO Box 15153, Wilmington, DE 19886-5153
 14129893 Chase/Freedom, PO Box 15123, Wilmington, DE 19850-5123
 14129894 +Chase/Slate, PO Box 15123, Wilmington, DE 19850-5123
 14129896 Citi Cards, PO Box 9001037, Louisville, KY 40290-1037
 14205142 +Citizens Bank N.A., 1 Citizens Drive Mailstop ROP15B, Riverside, RI 02915-3026
 14129897 +Citizens One Auto, One Citizens Drive, Riverside, RI 02915-3031
 14165278 ECAST SETTLEMENT CORPORATION, POB 29262, NEW YORK, NY 10087-9262
 14129898 +Great Lakes Higher Education, PO Box 530229, Atlanta, GA 30353-0229
 14129900 JP Morgan Chase, PO BOX 78420, Phoenix, AZ 85062-8420
 14194635 +JPMorgan Chase Bank, National Association, Chase Records Center, Attn: Correspondence Mail,
 Mail Code: LA4-5555, 700 Kansas Lane, Monroe, LA 71203-4774
 14149868 US DEPT OF EDUCATION, CLAIMS FILING UNIT, PO BOX 8973, MADISON WI 53708-8973
 14129904 Union Plus Mastercard, PO Box 71104, Charlotte, NC 28272-1104

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

cr +E-mail/Text: bkmailbayview@bayviewloanservicing.com Dec 21 2019 03:07:16
 Bayview Loan Servicing LLC, 4425 Ponce de Leon Blvd. 5th Floor,
 Coral Gables, FL 33146-1837
 cr E-mail/PDF: rmscedi@recoverycorp.com Dec 21 2019 03:14:32
 Recovery Management Systems Corporation, 25 S.E. Second Avenue, Suite 1120,
 Miami, FL 33131-1605
 cr +E-mail/Text: bankrupt-adjdept@wesbanco.com Dec 21 2019 03:07:12 WESBANCO BANK, INC,
 WESBANCO BANK, INC, 1 BANK PLAZA, WHEELING, WV 26003-3565
 14704367 +E-mail/Text: bkmailbayview@bayviewloanservicing.com Dec 21 2019 03:07:16
 Bayview Loan Servicing, LLC, 4425 Ponce De Leon Blvd. 5th Floor,
 Coral Gables, Florida 33146-1837
 14129890 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Dec 21 2019 03:15:04 Capital One Bank,
 PO Box 71083, Charlotte, NC 28272-1083
 14154311 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Dec 21 2019 03:14:24
 Capital One Bank (USA), N.A., PO Box 71083, Charlotte, NC 28272-1083
 14167983 +E-mail/Text: bncmail@w-legal.com Dec 21 2019 03:07:00 Cerastes, LLC,
 C O WEINSTEIN & RILEY, PS, 2001 WESTERN AVENUE, STE 400, SEATTLE, WA 98121-3132
 14193120 E-mail/Text: bnc-quantum@quantum3group.com Dec 21 2019 03:06:33
 Department Store National Bank, c/o Quantum3 Group LLC, PO Box 657,
 Kirkland, WA 98083-0657
 14129899 +E-mail/Text: bankruptcy@huntington.com Dec 21 2019 03:06:48 Huntington National Bank,
 PO Box 182519, Columbus, OH 43218-2519
 14129901 E-mail/PDF: gecsed@recoverycorp.com Dec 21 2019 03:14:28 Lowe's/Synchrony, PO Box 530914,
 Atlanta, GA 30353-0914
 14165520 +E-mail/Text: bankruptcydpt@mcmcg.com Dec 21 2019 03:06:49 Midland Credit Management Inc,
 as agent for Midland Funding LLC, PO Box 2011, Warren MI 48090-2011
 14195997 E-mail/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Dec 21 2019 03:37:01
 Portfolio Recovery Associates, LLC, POB 12914, Norfolk VA 23541
 14131559 E-mail/PDF: rmscedi@recoverycorp.com Dec 21 2019 03:15:13
 Recovery Management Systems Corporation, 25 S.E. 2nd Avenue, Suite 1120,
 Miami, FL 33131-1605
 14129902 E-mail/PDF: gecsed@recoverycorp.com Dec 21 2019 03:13:39 Synchrony Bank/Amazon,
 PO Box 960013, Orlando, FL 32896-0013
 14129903 E-mail/PDF: gecsed@recoverycorp.com Dec 21 2019 03:13:42 Synchrony Bank/JCP,
 PO Box 960090, Orlando, FL 32896-0090
 14131894 +E-mail/Text: bankruptcy@huntington.com Dec 21 2019 03:06:48 The Huntington National Bank,
 P.O. Box 89424, Cleveland, OH 44101-6424
 14129905 +E-mail/Text: bankrupt-adjdept@wesbanco.com Dec 21 2019 03:07:12 Wesbanco Bank,
 1 Bank Plaza, Wheeling, WV 26003-3565

TOTAL: 17

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

cr BAYVIEW LOAN SERVICING, LLC
 cr JPMORGAN CHASE BANK, N.A.

District/off: 0315-2

User: dbas
Form ID: 149

Page 2 of 2
Total Noticed: 36

Date Rcvd: Dec 20, 2019

14129892* Chase Credit Card, PO Box 15153, Wilmington, DE 19886-5153
14129895* +Chase/Slate, PO Box 15123, Wilmington, DE 19850-5123
14129889 ##Best Buy Credit Services, PO Box 183195, Columbus, OH 43218-3195

TOTALS: 2, * 2, ## 1

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices
will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The
debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner
shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social
Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required
by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Dec 22, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email)
system on December 20, 2019 at the address(es) listed below:

James Warmbrodt on behalf of Creditor Bayview Loan Servicing LLC bkgroup@kmlawgroup.com
James Warmbrodt on behalf of Creditor BAYVIEW LOAN SERVICING, LLC bkgroup@kmlawgroup.com
Joseph P. Schalk on behalf of Creditor JPMORGAN CHASE BANK, N.A. jschalk@barley.com,
sromig@barley.com
Kenneth Steidl on behalf of Debtor Robert L. Burnfield, Jr. julie.steidl@steidl-steinberg.com,
ken.steidl@steidl-steinberg.com;ifriend@steidl-steinberg.com;asteidl@steidl-steinberg.com;todd@st
eidl-steinberg.com;cgoga@steidl-steinberg.com;rlager@steidl-steinberg.com;leslie.nebel@steidl-ste
inberg.com
Kenneth Steidl on behalf of Joint Debtor Shantessa L. Burnfield
julie.steidl@steidl-steinberg.com,
ken.steidl@steidl-steinberg.com;ifriend@steidl-steinberg.com;asteidl@steidl-steinberg.com;todd@st
eidl-steinberg.com;cgoga@steidl-steinberg.com;rlager@steidl-steinberg.com;leslie.nebel@steidl-ste
inberg.com
Office of the United States Trustee ustpreion03.pi.ecf@usdoj.gov
Ronda J. Winnecour cmecf@chapter13trusteedpa.com
S. James Wallace on behalf of Creditor Peoples Natural Gas Company, LLC sjw@sjwpgh.com,
Equitablebankruptcy@peoples-gas.com;srk@sjwpgh.com

TOTAL: 8